

## 2019 Pinkbike Photo Of The Year

### OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Pinkbike Photo Of The Year (the "Contest") is sponsored by Pinkbike, located at 1-37749 2 Avenue, Squamish, BC V8B 0S8, Canada (the "Sponsor").

There are prizes to be awarded March, 2020. Number of and actual prizes for the contest will be determined by the sponsor and sponsor partners of the contest.

Sponsor partners of the contest includes: Jenson.

Who Can Enter:

1. The Contest is open worldwide.
2. Everyone is eligible except for judges.
3. The Contest is subject to all federal, provincial, and municipal laws, and is void where prohibited.
4. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. Timing:
  - a. Nominations will be considered from January 15, 2020 at 12:00 PM Pacific Standard Time ("PST ") to January 24, 2020 at 12:00 PM PST, (the "Contest Period").
  - b. Voting rounds will begin January 28, 2020 and end February 14, 2020 at 12:00 PM PST, (the "Contest Period")

How To Vote/Enter:

- c. Participants may visit <http://www.pinkbike.com/> (the "Site") during the Contest Period and can vote for one photo each round.
  - d. To participate in the Contest the entrant must be logged into Pinkbike via their own Pinkbike account. It is free to sign up for a Pinkbike account: <http://www.pinkbike.com/user/signup/>
  - e. All contest entries agree to abide by the Terms of Use of Pinkbike - <http://www.pinkbike.com/about/legal/#terms-of-use>
  - f. Registration for the Contest is free.
5. All photos taken and uploaded to Pinkbike during 2019 and before January 24, 2020 at 12:00 PM PST that are nominated by users are eligible.
  6. Each Pinkbike user can nominate up to 3 different photos into the contest (see how to nominate below). The judges will then spend narrow the nominated photos down to 32, after which we will open things up to the public. Each photo will be randomly be selected against another photo in a college basketball bracket-like vote. At this point, users will vote on the match ups and the photo with the most votes will move onto the next round. 32 photos will narrow down to 16, then 8, 4, 2 until there is a single photo deemed 2019 Pinkbike Photo of the Year.
  7. Only one photo can be selected from each photographer into the final 32.
  8. You must be the photographer who took the photo and then have uploaded it onto your personal Pinkbike account to be eligible
  9. Any use of an electronic device to enhance or alter entrants' odds of winning will count as a fraudulent entry. Entries that are fraudulent are not permitted and will be declared invalid.
  10. All entries become the property of the Sponsor and will not be acknowledged or returned. Receipt of entries for the Contest will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt.
  11. The Sponsor reserves the right to delete any entries or remove participants that are in violation of the Official Rules.
  12. By participating in the Contest, entrants agree to be bound by these Official Rules.

Prizing:

13. Winner will receive \$5,000
14. Runner Up will receive \$3,000
15. Semi Finalists (2) will each receive \$1,000
16. Winners will be notified via their Pinkbike account within 48 hours of their name being announced.
17. In order to be verified as the Winner, the selected entrant must respond to the prize notification email or Pinkbike message within seven (7) days of transmission, confirming that he/she:
  - a. (i) has read, understands and complies with the Official Rules;
  - b. (ii) releases and discharges the Sponsor; and
  - c. (iii) consents to the announcement of the Winner's name including the winning photograph and the use by or on behalf of the Sponsor of the Winner's name and photograph (including winning photograph) for marketing purposes including but not limited to being featured in the Pinkbike Calendar.
18. Should the Winner fail to comply with any of the requirements contained in these Official Rules, the Prize will be automatically forfeited and the Finalist with the next highest amount of votes will be selected and the initial Winner will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest.

19. The prizes may vary from those advertised. Sponsors will have sole discretion over prizes, if a prize is no longer available and substitute will be decided and provided by the sponsor.
20. The prizes must be accepted as awarded. No cash alternatives, substitution or transfers of the prizes will be allowed.

Other Matters:

21. The Contest is subject to all applicable federal, provincial and local/municipal laws and is void where prohibited by law. If any provision of these Official Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
22. The Sponsor will not, under any circumstances, be responsible for, or liable to any entrant or any other person for:
  - a. any erroneous lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest registrations, regardless of the cause, including, but not limited to, failure of the Site;
  - b. any failure for any reason whatsoever of the selected entrant to receive a prize notification;
  - c. any changes in email addresses after Contest registrations are submitted; and
  - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause.
23. If for any reason the Contest is not capable of being conducted as intended by the Sponsor, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.
24. The Sponsors will ship the prize direct. The Sponsor will not be responsible for any tax or customs liability that arises in relation to the delivery of the prize.
25. Decisions of the Sponsors are final and binding.
26. By entering the Contest, participants consent to the Sponsor's collection, use, and disclosure of the personal information provided in the Contest registration for the administration of the Contest, including posting of the Winner's name and city of residence on the Sponsor's website. The Sponsor will use the Winner's personal information only for identified purposes, and protect the Winner's personal information in a manner that is. Entrants may write to the Sponsor and request that their information be removed from the Sponsor's records.
27. By entering the Contest, participants consent to the Sponsor's use of the winning photo including feature placement in calendar and promotional activity for future Photo of the Year contesting.